

Terms of Service & Service Policy

By scheduling or authorizing service with Q&H Auto Service, you acknowledge and agree to the following terms in accordance with applicable Michigan law:

1. Estimates & Authorization

In accordance with the Michigan Motor Vehicle Service and Repair Act (**MCL 257.1301–257.1340**), a written estimate will be provided for repairs exceeding \$50 unless the customer knowingly waives this right.

Approval of service—whether written, electronic, or verbal—constitutes authorization to perform the requested work and agreement to pay all applicable charges.

Repairs exceeding the original estimate by more than \$50 or 10% (whichever is less) will not be performed without customer authorization, except as permitted under **MCL 257.1332**.

2. Appointment Cancellations & Fees

Cancellations or rescheduling requests made less than two (2) hours prior to the scheduled appointment time may incur a \$50 cancellation fee to compensate for reserved time and lost availability.

3. No Refund Policy

All sales are final. No refunds will be issued once service has begun or has been completed, except where required under the **Michigan Consumer Protection Act (MCL 445.901 et seq.)**.

4. Customer Authorization & Vehicle Operation

By approving service, you represent that you are the vehicle owner or authorized agent and grant permission to perform repairs and operate the vehicle as reasonably necessary for diagnostics and testing, consistent with **MCL 257.1331**.

5. Limitation of Liability – Oil & Oil System Issues

Q&H Auto Service is not liable for oil-related issues, including but not limited to leaks, oil consumption, or oil pressure problems, unless there is clear and verifiable evidence of direct negligence during service.

This limitation does not waive rights that cannot be disclaimed under the **Michigan Consumer Protection Act (MCL 445.901 et seq.)**.

6. Pre-Existing Conditions

You acknowledge that vehicles may have pre-existing or latent defects not visible prior to service. Q&H Auto Service is not responsible for failures arising from such conditions.

7. Additional Repairs & Costs

If additional repairs are needed, authorization will be obtained before proceeding, in compliance with **MCL 257.1332** (authorization for additional charges).

8. Right to Refuse or Discontinue Service

Q&H Auto Service reserves the right to refuse or discontinue service at any time for safety, legal compliance, or operational reasons.

9. Service Time Disclaimer

While it is our mission to complete most services within 30 minutes or less, this timeframe is not guaranteed. Customers should allow up to one (1) hour and thirty (30) minutes due to traffic, weather, complications during service, or delays from prior appointments.

If delays occur, customers will be notified and may reschedule, change location, or cancel service.

10. Weather & Operating Conditions

Q&H Auto Service operates year-round but may delay or cancel service in unsafe conditions, including severe weather, in accordance with general duty-of-care standards under Michigan law.

11. Mobile Service Location & Property Conditions

Customers must provide a safe and legally permissible service location. Q&H Auto Service is not responsible for:

- Damage to driveways or property resulting from normal service operations
- Issues caused by unsafe or unstable work environments

Service may be refused if conditions violate local ordinances or present safety risks (including applicable municipal codes in **Detroit or Ann Arbor** regarding vehicle repair activity on private property).

12. Mechanic's Lien & Non-Payment

Pursuant to the Michigan Garage Keeper's Lien Act (**MCL 570.301–570.307**), Q&H Auto Service reserves the right to assert a lien on any vehicle for unpaid labor, services, or materials.

Failure to pay may result in:

- Lien enforcement and potential sale of the vehicle as permitted by law
 - Collection efforts, including court costs and allowable fees
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13. Payment Terms

Payment is due immediately upon completion of service unless otherwise agreed. Failure to remit payment may result in collection actions as permitted under Michigan law.

14. Indemnification

You agree to indemnify and hold harmless Q&H Auto Service from claims arising from:

- Unsafe service environments
- Pre-existing vehicle issues
- Customer-supplied parts or fluids

- رفض of recommended repairs

This provision is enforceable to the extent permitted under Michigan law.